

SMITH CORRELL, LLP
MARK SMITH – California SBN 213829
msmith@correllsmith.com
11766 Wilshire Blvd., Suite 1670
Los Angeles, CA 90025
Tel: (213) 443-6222
Fax: (877) 730-5910

Attorneys for Plaintiff
REFLEX MEDIA, INC.

UNITED STATES DISTRICT COURT
DISTRICT OF CALIFORNIA, CENTRAL DISTRICT

REFLEX MEDIA, INC., a Nevada
corporation,

Plaintiff,

vs.

VIBE MEDIA, INC. d/b/a
CityVibe.com, a California corporation;
SOPHIA THOMPSON, an individual;
PEAKRIDGE d/b/a SugarModels.com,
an Anguilla company; DANIEL
ROMAN a/k/a Daniel Romanesse, an
individual; ALI ASKARI, an individual
and DOES 1 through 10, inclusive,

Defendants.

Case No. 2:16-cv-2243

**AMENDED COMPLAINT FOR
FRAUD, TRADEMARK
INFRINGEMENT, FALSE
DESIGNATION OF ORIGIN, UNFAIR
COMPETITION, COMPUTER FRAUD
AND ABUSE, UNAUTHORIZED
ACCESS TO COMPUTERS,
MISAPPROPRIATE OF TRADE
SECRETS, INTENTIONAL
INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE AND ACCOUNTING;
DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff Reflex Media, Inc. (“Reflex Media” or “Plaintiff”), and
hereby brings this Complaint against Defendants Vibe Media, Inc. d/b/a CityVibe.com
 (“Vibe Media”), Sophia Thompson (“Thompson”), Peakridge d/b/a Sugarmodels
 (“Peakridge”), Daniel Roman a/k/a Daniel Romanesse (“Roman”), Ali Askari (“Askari”),
and Does 1–10, inclusive (collectively, “Defendants”; Thompson, Roman, Askari and
Doe No. 1 collectively the “Individual Defendants”), and alleges as follows:

INTRODUCTION

1 1. Defendants have illegally infiltrated Plaintiff Reflex Media's website to steal
2 Reflex Media's client list and divert its customers to Defendants' website.

3 2. Reflex Media operates several online dating websites.¹ Its most famous
4 website is <SeekingArrangement.com>. Defendants own and operate an inferior,
5 competing website.
6

7 3. Defendants illegally gained access to <SeekingArrangement.com> by posing
8 as legitimate customers, who consented to be bound by <SeekingArrangement.com>'s
9 Terms of Use and thereby represented that they intended to use the website for personal
10 use only. This representation was false, and merely a ruse to gain access to the member
11 content available on <SeekingArrangement.com>. Had Reflex Media known of
12 Defendants' true intent, they would not have allowed the Individual Defendants to
13 become members of <SeekingArrangement.com> or access the members' portions of the
14 <SeekingArrangement.com> website.

15 4. Defendants' true intent was actually malicious. Unbeknownst to Reflex
16 Media, the Individual Defendants named in this lawsuit were acting as a Trojan horse on
17 behalf of the entity defendants, and were attempting to infiltrate
18 <SeekingArrangement.com> to gain access to <SeekingArrangement.com>'s customers
19 and their contact information—a trade secret Reflex Media closely guards in a fully-
20 encrypted database. In fact, but for Defendants' corporate espionage and fraudulent
21 behavior, the only other means by which they could have gained access to
22 <SeekingArrangement.com>'s customer list would have required them to "hack" directly
23 into <SeekingArrangement.com>'s database.

24 5. Then, after Defendants illegally gained access to
25 <SeekingArrangement.com>, they launched a campaign to defraud
26

27 ¹ Reflex Media operates the websites referenced in this complaint under a sub-licensing
28 and operating agreement. Under this arrangement, Reflex has been assigned the right to
sue on behalf of the owners of the intellectual property.

1 <SeekingArrangement.com> and its customers by sending the customers text messages
2 stating that SA—short for Seeking Arrangement—was inviting them to visit and join
3 Defendants’ competing website. This representation by Defendants was patently false, as
4 Reflex Media has never advised anyone to visit Defendants’ website and Seeking
5 Arrangement does not sell its customer database to be used to promote the services of
6 third parties.

7 6. Finally, to aid their fraudulent scheme and give it some appearance of
8 legitimacy, Defendants adopted a confusingly similarly trademark to Reflex Media’s
9 trademark in an attempt to make it appear as though Defendants’ website is affiliated
10 with <SeekingArrangement.com> and Seeking Arrangement’s brand generally.

11 7. To date, Defendants have perpetrated this fraud by sending false and
12 misleading text messages to more than 10,000 of <SeekingArrangement.com>’s
13 customers, causing actual confusion among many of <SeekingArrangement.com>’s
14 customers and disrupting <SeekingArrangement.com>’s business generally. When
15 Reflex Media became aware of Defendants’ fraudulent conduct it suspended the
16 memberships involved in the fraud. However, it is apparent that Defendants have merely
17 created additional fraudulent accounts in order to continue perpetrating their fraud against
18 Reflex Media, <SeekingArrangement.com>, and their customers.

19 8. To bring an end to this deceptive and illegal campaign, to preserve its own
20 business, and protect its clients, Reflex Media has been forced to bring this action.

21 **PARTIES**

22 9. Plaintiff Reflex Media is, and at all material times hereto was, a corporation
23 duly organized and existing under the laws of the State of Nevada, with its principal place
24 of business in Las Vegas, Nevada. Among other things, Reflex Media operates several
25 online dating websites.

26 10. Defendant Vibe Media is, upon information and belief, a California
27 corporation with its principal place of business in West Hollywood, California. Based on
28 information and belief, Vibe Media owns and/or operates the infringing website,

1 <www.sugarmodels.com>. Defendant Vibe Media also owns and/or operates the website,
2 <www.cityvibe.com>, which offers escort and adult massage-related services. These two
3 websites are used in tandem by Defendants: When a user visits <www.cityvibe.com>,
4 they are immediately prompted to accept Vibe Media's terms of use before they are
5 permitted to proceed to that website's homepage. If a user refuses to accept Vibe Media's
6 terms and conditions by selecting the "exit website" link in the prompt window, they are
7 immediately re-routed to <www.sugarmodels.com>.

8 11. Defendant Sophia Thompson is, upon information and belief, an individual
9 that resides in or around West Hollywood, California. Upon information and belief,
10 Thompson is the manager of Vibe Media's website, <www.cityvibe.com> and an agent,
11 owner and/or employee of Defendant Vibe Media and/or Peakridge.

12 12. Defendant Peakridge is, upon information and belief, a company based in
13 Anguilla with its principal place of business in or around Los Angeles, California.
14 Defendant Peakridge owns and/or operates the infringing website,
15 <www.sugarmodels.com>.

16 13. Defendant Daniel Roman is, upon information and belief, an individual that
17 resides in or around Las Vegas, Nevada, and an agent, owner and/or employee of
18 Defendant Vibe Media and/or Peakridge.

19 14. Defendant Ali Askari is, upon information and belief, an individual that
20 resides in or around West Hollywood, California. Upon information and belief, Askari is
21 an agent, owner and/or employee of Defendant Vibe Media and/or Peakridge.

22 15. Doe No. 1 is an individual that uses the alias, "Gary nyc," and purports to
23 reside at 123 West Main Street, New York, New York 10001. Doe No. 1 is, upon
24 information and belief, an agent, owner and/or employee of Vibe Media and/or
25 Peakridge. Reflex Media will seek leave to amend this Complaint to identify Doe No. 1's
26 true identity as soon as it is ascertained.

1 16. Defendants Thompson, Roman, Askari and Doe No. 1 are sometimes
2 referred to collectively as the “Individual Defendants.” Defendants Vibe Media and
3 Peakridge are sometimes referred to collectively as the “Entity Defendants.”

4 17. Reflex Media does not presently know the true names and capacities of the
5 defendants named herein as Does 2 through 10, inclusive. Reflex Media will seek leave
6 to amend this Complaint to allege these defendants’ true names and capacities as soon as
7 they are ascertained. Reflex Media is informed and believes, and on that basis alleges,
8 that each of the fictitiously named defendants, Does 1 through 10, participated in, and in
9 some manner are responsible for, the acts alleged in this Complaint and the damages
10 resulting therefrom.

11 18. Reflex Media is informed and believes that at all times referenced herein,
12 each Defendant was or is the agent, employee, partner, co-venturer, joint venture,
13 successor-in-interest, alter ego, and/or co-conspirator of each and all of the other
14 Defendants, and was acting within the course and scope of said agency, employment,
15 partnership, co-venture, joint venture, relationship and/or conspiracy. Reflex Media is
16 informed and believes, and on that basis alleges, that each Defendant acted in concert
17 with, and with the consent of, each of the other Defendants, and that each Defendant
18 ratified or agreed to accept the benefits of the conduct of each of the other Defendants.
19 Reflex Media is further informed and believes, and on that basis alleges, that each
20 Defendant actively and knowingly participated in the furtherance of the wrongful acts
21 alleged herein, directed the wrongful acts alleged herein, benefitted from the wrongful
22 acts alleged herein, and/or used the entity-defendants in a willful and intentional manner
23 to carry out the wrongful acts alleged herein.

24 **JURISDICTION AND VENUE**

25 19. This Court has jurisdiction over the subject matter of this action pursuant to
26 28 U.S.C. §§ 1331, 1338(a) and 1338(b) because Reflex Media’s claims arise under the
27 Lanham Trademark Act, 15 U.S.C. § 1051, *et seq.*, and further present a claim of unfair
28 competition joined with a substantial and related claim under the trademark laws. This

1 Court has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367, under the
2 doctrine of supplemental jurisdiction.

3 20. Personal jurisdiction exists over Defendant Vibe Media because, based upon
4 information and belief, its principal place of business is located in West Hollywood,
5 California. As such, this Court may exercise general personal jurisdiction over Vibe
6 Media without offending traditional notions of fair play and substantial justice.

7 21. Upon information and belief, Defendants Peakridge and Vibe Media (i.e.,
8 the “Entity Defendants”) regularly conduct business in or around West Hollywood,
9 California, and advertise their business in and around Los Angeles, California. As such
10 personal jurisdiction exists over the Entity Defendants because they conduct and promote
11 their business in, and derive material benefits from, the State of California and this
12 judicial district, or otherwise avail themselves of the privileges and protections of the
13 laws of the State of California, such that traditional notions of fair play and due process
14 are not offended by this Court’s exercise of jurisdiction over them.

15 22. Personal jurisdiction exists over Defendants Thompson and Askari because,
16 based upon information and belief, they are residents of the State of California and this
17 judicial district. As such, this Court may exercise general personal jurisdiction over
18 Defendants Thompson and Askari without offending traditional notions of fair play and
19 substantial justice.

20 23. Personal jurisdiction also exists of Defendants Roman and Doe No. 1
21 because, based upon information and belief, they are agents, owners and/or employees of
22 Defendants Vibe Media and/or Peakridge, and the acts giving rise to this action arise
23 from the promotion and furtherance of Defendants Vibe Media and/or Peakridge’s
24 business—which, as described above, has substantial ties to this judicial district. As such,
25 this Court may exercise personal jurisdiction over Defendants Roman and Doe No. 1
26 without offending traditional notions of fair play and substantial justice.

27 24. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) and (3) because
28 a substantial part of the events and omissions giving rise to the claims asserted herein

1 occurred within this judicial district, substantial injury occurred in this district, and
 2 Defendants are otherwise subject to the Court's personal jurisdiction in this district.

3 **GENERAL ALLEGATIONS**

4 REFLEX MEDIA OPERATES A PROFITABLE BUSINESS 5 USING ITS TRADEMARKS

6 25. Since early 2006, Reflex Media—through its predecessor in interest,
 7 InfoStream Group, Inc. (“InfoStream”)—has operated² a number of dating websites,
 8 which presently include: <SeekingArrangement.com>, <SeekingMillionaire.com>,
 9 <MissTravel.com>, <WhatsYourPrice.com>, <OpenMinded.com>, <PairMeUp.com>,
 10 and <PerfectArrangement.com>. These websites promote and facilitate niche dating,
 11 specifically, “sugar daddy dating.” Sugar daddy dating involves matching generous
 12 benefactors willing to pamper attractive partners in return for their friendship or
 13 companionship.

14 26. <SeekingArrangement.com> (sometimes referred to herein as “Seeking
 15 Arrangement” or “SA”) features a unique business model that differentiates its users as
 16 either a “Sugar Daddy” or “Sugar Momma” who are willing to pamper (a “Benefactor”),
 17 on the one hand, or a “Sugar Baby” seeking the companionship of such a Benefactor (a
 18 “Member”), on the other hand. Seeking Arrangement does not charge subscription fees to
 19 its Members, who are able to “Join Free.” Benefactors, on the other hand, pay a
 20 subscription fee. Members may also pay a fee to access premium features and be
 21 prominently featured to Benefactors.

22 27. Because of its unique business model, whereby Seeking Arrangement
 23 charges Benefactors while allowing Members to use the website for free, the website has
 24 been successful in attracting a higher number of Members than Benefactors to sign up.
 25 This ratio is unique in the online dating industry and maintaining a high number of
 26

27 ² Reflex Media also owns the right to use the intellectual property associated with these
 28 websites and has been assigned the right to sue to protect the associated intellectual
 property.

1 female Members is important to Seeking Arrangement's uniqueness in the market and
2 business success.

3 28. In the time Seeking Arrangement has operated, it has attracted the attention
4 of numerous media outlets, including: *Time*, *Forbes*, *The Atlantic*, *ABC News*, *CNN*,
5 *MSNBC*, *the San Francisco Chronicle*, and *Fox News Channel*.

6 29. Reflex Media and its predecessors have invested millions of dollars to
7 promote and establish the look and feel of <SeekingArrangement.com> and its associated
8 trademarks. As a result, the website and its use of the marks, SEEKING
9 ARRANGEMENT and SA— shorthand for Seeking Arrangement—have become
10 synonymous with Reflex Media's business and the high quality product that Seeking
11 Arrangement provides.

12 30. Due to this publicity and Reflex Media's substantial expenditures on
13 advertising, Seeking Arrangement has become a well-known and recognizable worldwide
14 brand, and is associated in the minds of consumers with online dating.

15 31. Reflex Media's other online dating websites, <SeekingMillionaire.com>,
16 <MissTravel.com>, <WhatsYourPrice.com>, <OpenMinded.com>, <PairMeUp.com>,
17 and <PerfectArrangement.com>, similarly act as elite matchmaking services between
18 financially successful and beautiful partners, each with a focus on different sub-markets
19 within the online dating business. In short, Reflex Media uses its marketing in a way that
20 benefits from, and builds off of, the brand established by Reflex Media's famous and
21 high quality websites to add additional users and increase their market recognition and
22 trademark association.

23 REFLEX MEDIA HAS OBTAINED FEDERAL REGISTRATION FOR TRADEMARKS ASSOCIATED
24 WITH SEEKINGARRANGEMENT.COM

25 32. Reflex Media operates the website <SeekingArrangement.com> in
26 connection with the promotion, advertising, and sale of its services, and—through its
27 predecessor, InfoStream—operated the website before the acts of Defendants complained
28 of herein.

1 33. In order to protect the investment in its brand and online dating business,
2 Reflex Media has an exclusive license to use and to enforce the federal registration for
3 the trademark, SEEKING ARRANGEMENT³

4 34. In connection with the operation of <SeekingArrangement.com>, Reflex
5 Media also uses the unregistered trademark, SA—short for Seeking Arrangement. The
6 SA trademark has been used continuously, both internally and by third parties, to refer to
7 Reflex Media’s website, <SeekingArrangement.com>, since near its inception. As a
8 result, the SA trademark has become synonymous with <SeekingArrangement.com> in
9 the online dating community.

10 35. Reflex Media’s SA trademark is distinctive and has, over time, also acquired
11 secondary meaning. The public associates the SA mark with Reflex Media’s goods,
12 services and reputation. This is a result of Seeking Arrangement’s inherent
13 distinctiveness and the distinctiveness acquired through extensive advertising, sales,
14 unsolicited media attention, and use in commerce throughout the United States.

15 36. The SA trademark is non-functional, not essential to the purpose of the
16 services of <SeekingArrangement.com>, and does not constitute the actual benefit the
17 user wishes to purchase.

18 37. Reflex Media and its predecessor have spent millions of dollars and
19 expended years of effort (beginning in 2006) advertising, promoting and developing the
20 trademarks related to Reflex Media’s online sugar daddy dating websites throughout the
21 United States and internationally, which efforts and trademarks became associated with
22 <SeekingArrangement.com> once the website was launched, immediately raising its
23 profile and recognition among the general consuming public. As a result of such
24 advertising and expenditures, Reflex Media has created famous marks that are recognized
25 throughout the industry and by the general consuming public. Reflex Media has

26 ³ United States Trademark Registration No. 3,377,772 was issued on February 5, 2008.
27 The trademark, SA, which is referenced repeatedly throughout this complaint, is simply
28 referred to herein as the “SA trademark” and is separate and apart from the registered
SEEKING ARRANGMENT trademark referenced here.

1 established considerable goodwill in the SA and other affiliated trademarks, which are
2 valuable assets of Reflex Media under its licensing agreement and are of substantial
3 worth to Reflex Media and to the trademark's owners from whom Reflex Media licenses
4 the trademarks.

5 DEFENDANTS' TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

6 38. After <SeekingArrangement.com> launched and immediately became
7 profitable and commercially successful, and after the SA and Seeking Arrangement's
8 other affiliated marks became famous, Defendants began to advertise and promote their
9 own online dating website, <www.sugarmodels.com>, to directly compete against
10 <SeekingArrangement.com>.

11 39. As further described below, Defendants have engaged in unfair competition
12 by posing as persons that were legitimately interested in the services available to
13 members of <SeekingArrangement.com>, when they were actually seeking to illegally
14 gain access to <SeekingArrangement.com>'s customer list and use that list to send
15 fraudulent solicitations to <SeekingArrangement.com>'s customers by informing them
16 that <SeekingArrangement.com> was inviting them to visit Defendants' website.

17 40. To further perpetuate this fraud, Defendants are infringing on the SA
18 trademark by using the mark, in connection with their infringing website. Defendants'
19 fraudulent solicitations and trademark infringement has actually caused some of
20 <SeekingArrangement.com>'s customers to believe Defendants' website is part of
21 Seeking Arrangement's brand.

22 LIKELIHOOD OF CONFUSION AND HARM TO REFLEX MEDIA'S BUSINESS

23 41. On information and belief, <www.sugarmodels.com>, which uses marks
24 confusingly similar to the SA trademark, is of substantially inferior quality to Reflex
25 Media's famous <SeekingArrangement.com> website and associated services, such that
26 the SA trademark will suffer, and has suffered, negative associations through Defendants'
27 unauthorized use.

1 42. Defendants' confusingly similar use of the SA trademark for a similar or
2 identical class of services, which are distributed through the same channels of trade, is
3 likely to confuse consumers. Additionally, Defendants' use of the SA trademark is likely
4 to lead consumers to conclude that <www.sugarmodels.com> was exclusively or jointly
5 developed, licensed, or certified by, or is otherwise associated with or affiliated with,
6 <SeekingArrangement.com> and the other websites operated by Reflex Media.

7 43. In fact, Defendants' conduct has caused actual confusion among
8 <SeekingArrangement.com>'s customers. For example, on or about March 1, 2016, a
9 Seeking Arrangement member wrote to the website's founder, Brandon Wey, specifically
10 to inquire about Seeking Arrangement's affiliation with <www.sugarmodels.com>. Mr.
11 Wey advised the inquirer that there was no affiliation between Seeking Arrangement and
12 <www.sugarmodels.com>, to which the member responded: "I'm so sorry. I thought it
13 was part of your brand." She went on to explain that she received a text message advising
14 her that "SA," which is short for Seeking Arrangement, was inviting her to visit
15 Defendants' infringing website, <www.sugarmodels.com>. As mentioned above, Seeking
16 Arrangement has never invited anyone to visit Defendants' website. This is not the only
17 such incident; there have been a number of Seeking Arrangement Members who have
18 become confused by Defendants' fraudulent conduct and have asked questions of Reflex
19 Media which required it to explain that Defendants were not affiliated with Reflex Media
20 or its websites in any way.

21 44. Accordingly, Reflex Media seeks to permanently enjoin Defendants from
22 using SA trademark, as well as any confusingly similar marks, for the marketing and/or
23 sale of their dating services so that the SA trademark can continue to serve as a unique
24 identifier of a predictable nature and quality of goods or services coming from a single
25 source.

26 DEFENDANTS' ARE ACTIVELY ENGAGED IN COMMITTING CONSUMER FRAUD

27 45. On information and belief, the Individual Defendants joined, accessed and
28 logged into <SeekingArrangement.com>, and agreed to the website's Terms of Use, for

1 the purpose of and with the intent to gain access to the SA and other associated
2 trademarks, the trade dress used on <SeekingArrangement.com>'s website and other
3 intellectual property owned or licensed to Reflex Media, as well as customer lists and the
4 customers' contact information.

5 46. On January 25, 2016, and January 26, 2016, one of the Individual
6 Defendants—using a fraudulently obtained membership on Seeking Arrangement—
7 contacted at least three <SeekingArrangement.com> members and invited them to visit
8 <www.sugarmodels.com>. As one member reported to Reflex Media on January 25,
9 2016: “[Defendant] [t]ells me [he is] looking for a relationship. Text him no response and
10 the next day get a text to sing (sic) up for a different site [f]rom S.A.”

11
12 47. The following day another member complained about the Individual
13 Defendants' use of Reflex Media's website, saying: “This member is giving his cell
14 number that you can text him. He then sends a link to an external sugar site in an effort to
15 exploit the women.”

16 48. Based upon information and belief, the Individual Defendants have
17 collectively solicited more than 10,000 members of <SeekingArrangement.com> and
18 directed them to visit the Defendants' infringing website, <www.sugarmodels.com>.

19 DEFENDANTS' BREACH OF SEEKINGARRANGEMENT.COM'S TERMS OF USE

20 49. Anyone who seeks to join <SeekingArrangement.com> must signify that
21 they have read and agree to be bound by its Terms of Use, “whether or not [they] register
22 as a member.” (See “SeekingArrangement.com Terms of Use Agreement,” attached
23 hereto as Exhibit 1 and incorporated by this reference as though fully set forth herein.)
24 The Terms of Use “sets out the legally binding terms of use of the Website[.]” (*Id.*)

25 50. Only those individuals who agree to the Terms of Use are authorized to join
26 <SeekingArrangement.com>, thereby becoming a user.
27
28

51. If a person fails to agree to the Terms of Use, that individual will be unable to register as a member and, therefore, is unable to gain access to Seeking Arrangement's member pages.

52. In pertinent part, the Terms of Use provide:

Section 4: Non-Commercial Use by Members

The Website and the Service is for personal use only. Members may not use the Service in connection with any commercial endeavors.

Section 7: Proprietary Rights

SeekingArrangements.com owns and retains all proprietary rights in the Website and the Service, and in all content, trademarks, trade names, service marks, and other intellectual property rights related thereto. The Website contains the copyrighted material, trademarks, trade names, service marks, and other intellectual property rights related thereto. The Website contains the copyrighted material, trademarks, and other proprietary information of SeekingArrangement.com, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

Section 10: Copyright Policy []

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

53. Thus, all users of <SeekingArrangement.com> agree under the Terms of Use: (1) not to use Reflex Media's proprietary information for commercial purposes, and only to use it for personal, non-commercial use; (2) not to copy, modify, publish, transmit, distribute, perform, display or sell any of Reflex Media's proprietary information, including the SA trademark other intellectual property; and (3) not to post, distribute, or reproduce any trademarks. (See Exhibit 1, §§ 4, 7, 10.)

1 54. By and through the conduct alleged herein, Defendants' use and
2 infringement of the SA trademark has violated, and continues to violate, the Terms of
3 Use.

4 **CAUSES OF ACTION**
5 **FIRST CAUSE OF ACTION**
6 **Fraud**

7 55. Reflex Media incorporates by reference each and every allegation contained
8 in the preceding paragraphs of this Complaint, as if fully set forth herein.

9 56. In or about February 2016 the Individual Defendants, on behalf of the Entity
10 Defendants, subscribed to Reflex Media's website, <SeekingArrangement.com>.

11 57. As explained above, in order to become members of
12 <SeekingArrangement.com>, the Individual Defendants represented to Reflex Media that
13 they were subscribing for their own personal use.

14 58. This representation was knowingly false and concealed the fact that the
15 Individual Defendants were actually subscribing to <SeekingArrangement.com> in order
16 to gain access to Seeking Arrangement's customers and their contact information so
17 Defendants could use that information for their own commercial endeavors by sending
18 solicitations about the Defendants' infringing website to Seeking Arrangement's
19 customers.

20 59. In subscribing as a member of <SeekingArrangement.com>, the Individual
21 Defendants intended to defraud Reflex Media and induced Reflex Media to rely on this
22 false representation so they could become members of <SeekingArrangement.com>.

23 60. Had the Individual Defendants not misrepresented that they intended to use
24 <SeekingArrangement.com> for personal use only, Reflex Media never would have
25 allowed them to access the user content available at <SeekingArrangement.com>.

26 61. It was reasonable for Reflex Media to rely on the Individual Defendants'
27 representations about their intent to use <SeekingArrangement.com> for personal use,
28 and Reflex Media did in fact rely on those representations.

62. After fraudulently obtaining access to Reflex Media's websites and gaining access to <SeekingArrangement.com>'s customers, Defendants have used Reflex Media's proprietary information to mislead Reflex Media's customers, to compete with Reflex Media, and to tarnish Reflex Media's brands by false association with Defendants' inferior websites.

63. As a direct and proximate result of Defendants' foregoing conduct, Reflex Media has suffered damages in an amount to be proven at trial, but estimated to exceed \$75,000.

SECOND CAUSE OF ACTION

Trademark Infringement, False Designation of Origin, and Unfair Competition (15 U.S.C. § 1125)

64. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

65. As alleged herein, Reflex Media has an exclusive license to use protectable trademarks and has been assigned the right to protect those trademarks by, among other things, suing parties infringing on the trademarks.

66. Without Reflex Media's consent, Defendants have used in commerce, in connection with the sale, offering for sale, distribution or advertising of Defendants' goods and services, marks identical or confusingly similar to the SA trademark in a manner that is likely to cause confusion, mistake and/or deception with consumers that Defendants' goods and services are the same as those of Reflex Media, and/or that Defendants' goods and services are somehow associated, affiliated, connected, approved, authorized or sponsored by Reflex Media.

67. In fact, Defendants have actually misrepresented to <SeekingArrangement.com>'s customers that Seeking Arrangement invited them to visit the Defendants' infringing website. To give some appearance of legitimacy to this deception, Defendants have infringed on Reflex Media's SA trademark by using the

1 confusingly similar mark, SM, in connection with the promotion and identity of their
2 infringing website.

3 68. Defendants' misuse of Reflex Media's marks in commerce in connection
4 with the goods and services offered on Defendants' website—including in commercial
5 advertising and promotion on Defendants' website—and the misrepresentations being
6 made to Reflex Media's customers about Seeking Arrangement inviting them to visit
7 Defendants' infringing website, constitutes a false designation of origin and/or false or
8 misleading representation that (1) is likely to cause confusion, mistake, or deception with
9 the public and/or consumers as to the affiliation, connection, or association between
10 Defendants' website, <www.sugarmodels.com>, and Reflex Media's website,
11 <SeekingArrangement.com>; (2) is likely to cause confusion, mistake, or deception with
12 the public and/or consumers as to the origin of Defendants' goods and services and/or
13 that Reflex Media sponsors or approves of the goods and services offered on Defendants'
14 website, <www.sugarmodels.com>; and/or (3) misrepresents the nature, characteristics,
15 and/or qualities of the goods and services offered on Defendants' website,
16 <www.sugarmodels.com>.

17 69. Indeed, as described above, Defendants' unlawful conduct has in fact caused
18 actual confusion among Reflex Media's customers about the origin of the products and
19 services offered through Defendants' infringing website.

20 70. Defendants have unjustly profited from their foregoing conduct.

21 71. As a direct and proximate result of Defendants' foregoing conduct, Reflex
22 Media has suffered damages in an amount to be proven at trial, but estimated to exceed
23 \$75,000.

24 72. Defendants' foregoing acts constitute an exceptional case and are
25 intentional, entitling Reflex Media to treble their actual damages and to an award of
26 attorneys' fees.

27
28 ////

THIRD CAUSE OF ACTION
Computer Fraud and Abuse Act
(18 U.S.C. § 1030)

73. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

74. In or about February 2016 the Individual Defendants registered as members of Reflex Media's website, <SeekingArrangement.com>.

75. In registering as a member of <SeekingArrangement.com>, the Individual Defendants represented that they intended to subscribe as members for personal use only, and Reflex Media gave them access to user content available on <SeekingArrangement.com> in reliance on those representations and only for this limited purpose.

76. In effect, the Individual Defendants had obscured their true identity and posed as legitimate customers in order to deceive Reflex Media into giving them access to the member content available at <SeekingArrangement.com>. In a very real sense, the Individual Defendants infiltrated Reflex Media's computer systems by acting as a Trojan horse for the Entity Defendants.

77. The Individual Defendants then intentionally and, based on the false pretenses and representations made to Reflex Media, without authorization accessed <SeekingArrangement.com> and stole contact information of Seeking Arrangement's customers so that they, on behalf of the Entity Defendants, could send solicitations to Seeking Arrangement's customers about Defendants' infringing website.

78. Reflex Media's computers, which host and operate <SeekingArrangement.com> constitute "protected computers" as that term is defined in 18 U.S.C. § 1030(e)(2).

79. As described above, Defendants conspired to commit and attempted to commit violations of 18 U.S.C. § 1030(a)(7)(B) and (C) in violation of 18 U.S.C. § 1030(b).

80. Defendants' conduct has caused loss, as defined in 18 U.S.C. § 1030(e)(11) of more than \$5,000 to Reflex Media during a one-year period.

81. In fact, as a result of these violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*, Reflex Media has suffered damages and losses in an amount to be determined at trial, but estimated to exceed \$75,000.

FOURTH CAUSE OF ACTION

**Unauthorized Access to Computers, Computer Systems and Computer Data
(Cal. Penal Code § 502)**

82. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

83. <SeekingArrangement.com> is hosted and operated using a series of computers, computer networks and computer systems, as defined in Cal. Penal Code § 502.

84. In or about February 2016, the Individual Defendants registered as members of <SeekingArrangement.com>.

85. In registering as a member of <SeekingArrangement.com>, the Individual Defendants represented that they intended to subscribe as members for personal use only, and Reflex Media gave them access to user content available on <SeekingArrangement.com> in reliance on those representations and only for this limited purpose.

86. The Individual Defendants subsequently accessed <SeekingArrangement.com> and stole contact information for Seeking Arrangement's customers so that they, on behalf of the Entity Defendants, could send solicitations to Seeking Arrangement's customers about Defendants' infringing website.

87. As further described above, those solicitations told customers that SA, or Seeking Arrangement, was inviting them to visit Defendants' infringing website. This is patently false: Seeking Arrangement has never invited any person to visit Defendants' infringing website.

89. Through the aforementioned acts, Defendants knowingly accessed, and without permission, (i) used Reflex Media's data in order to execute a scheme to defraud Seeking Arrangement's customers, (ii) took and made use of data from Reflex Media's computer, computer system and/or computer network, (iii) used Reflex Media's computer services, and (iv) accessed Reflex Media's computer, computer system and/or computer network.

91. Reflex Media also seeks attorneys' fees, as allowed by § 502(e)(2) and an award of punitive or exemplary damages as permitted by § 502(e)(4).

92. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

94. Reflex Media's customer list provides the identity and contact information for persons interested in the type of services offered by Reflex Media, and therefore, derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

1 95. Seeking Arrangement's customer list is maintained in a fully-encrypted
2 database and access to that information is provided only as needed to conduct its business
3 operations. Indeed, Reflex Media's efforts to maintain the secrecy of customer lists
4 exceed industry standards.

5 96. The Individual Defendants, on behalf of the Entity Defendants, made
6 misrepresentations to Reflex Media when registering as members of
7 <SeekingArrangement.com> by indicating that they intended to (and in fact would) use
8 the website for personal use only, when in actuality, they always intended to gain access
9 to <SeekingArrangement.com> so they could steal Seeking Arrangement's customer list
10 for the benefit of their own competing website.

11 97. In effect, Defendants were engaged in corporate espionage directed at
12 stealing Seeking Arrangement's customer list, which is a protected trade secret under
13 California law.

14 98. Based upon information and belief, Defendants misappropriated at least part
15 of Seeking Arrangement's customer list through the efforts described above and knew or
16 had reason to know that this trade secret, the rights to which belong to Reflex Media, was
17 acquired by improper means.

18 99. As a direct and proximate result of Defendants foregoing conduct, Reflex
19 Media has suffered damages and losses in an amount to be determined at trial, but
20 estimated to exceed \$75,000.

21 **SIXTH CAUSE OF ACTION**
22 **Common Law Trademark Infringement**

23 100. Reflex Media incorporates by reference each and every allegation contained
24 in the preceding paragraphs of this Complaint, as if fully set forth herein.

25 101. At all times relevant to this action, Reflex Media, in connection with the
26 operation of its website, <SeekingArrangement.com>, has used the trademark, SA.
27 Reflex Media has used the SA trademark in connection with its business continuously
28 since inception.

102. Reflex Media's use of the SA trademark predates Defendants' use of the SM trademark.

103. The SA trademark used by Reflex Media is distinctive and has gained national, if not worldwide, recognition among the online dating community as being synonymous with <SeekingArrangement.com>. For this reason, the SA trademark has also acquired secondary meaning among online dating consumers.

104. Defendants' use the mark, SM, in connection with the advertising, promotion and identification of their competing website, <www.sugarmodels.com>.

105. The SM mark is confusingly similar to the SA trademark, especially given that both marks are used in business enterprises that offer the same or similar services and utilize the same primary marketing channels (i.e., the Internet).

106. Defendants' use of this confusingly similar mark has caused confusion among consumers, including Seeking Arrangement's existing consumers.

107. Reflex Media has not authorized Defendants to use its SA mark or any confusingly similar marks.

108. As a direct and proximate result of Defendants foregoing conduct, Reflex Media has suffered damages in an amount to be proven at trial, but estimated to exceed \$75,000.

SEVENTH CAUSE OF ACTION

Intentional Interference with Prospective Economic Advantage

109. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

110. At all times relevant to this action, Reflex Media had a prospective contractual relationship with the customers of its website, <SeekingArrangement.com>, and a reasonable probability in the continuation of those business relations.

111. Defendants had knowledge of these relationships because they, individually and on behalf of the Entity Defendants, subscribed as members of Reflex Media's website, <SeekingArrangement.com>.

112. Defendants intentionally, or with substantial certainty, interfered with the relationship between Reflex Media and its customers by, among other things, using customer contact information available on <SeekingArrangement.com>, in contravention to the website's Terms of Use, to contact Reflex Media's customers in an effort to divert them to Defendants' competing website.

113. Defendants further intentionally, or with substantial certainty, sought to interfere with the relationship between Reflex Media and its customers by misrepresenting to them that Seeking Arrangement was inviting them to visit Defendants' infringing website, <www.sugarmodels.com>, and by using a trademark confusingly similar to the SA trademark with the intent of deceiving customers into believing that Seeking Arrangement and <www.sugarmodels.com> are affiliated.

114. Defendants' above-described conduct has caused actual disruption to the relationship between Reflex Media and its customers.

115. As a direct and proximate result of Defendants foregoing conduct, Reflex Media has suffered damages and losses in an amount to be determined at trial, but estimated to exceed \$75,000.

EIGHTH CAUSE OF ACTION

Unfair Competition

(Cal. Bus. & Prof. Code. § 17200 *et seq.*)

116. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

117. Defendants have made false representations as to the affiliation, connection, and association between Defendants' infringing website, <www.sugarmodels.com>, and <SeekingArrangement.com> to members of Seeking Arrangement and others.

118. Reflex Media requests that that this Court enjoin Defendants from further engaging in consumer fraud by stating or implying that there is any affiliation, connection, or association between <www.sugarmodels.com> and <SeekingArrangement.com>.

119. Defendants' foregoing acts have caused, and will continue to cause, irreparable harm and injury to Reflex Media and its reputation and goodwill for which Reflex Media has no adequate remedy at law. The threat of future injury to consumers and to Reflex Media's business, identity, goodwill and reputation necessitates the award of injunctive relief to prevent Defendants' continued unfair competition.

NINTH CAUSE OF ACTION

Accounting

120. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

121. On information and belief, Defendants have received, and continue to receive, substantial revenues from the use and exploitation of the SA trademark or similarly confusing use of that trademark.

122. Reflex Media is entitled to a full accounting of all revenues received by Defendants in connection with the infringing use of the SA trademark, or similarly confusing use of that trademark.

123. Reflex Media is also entitled to an accounting of all of the members of Reflex Media's websites that Defendants have fraudulently contacted.

124. Accordingly, the full and precise amount owed and becoming due to Reflex Media can only be determined pursuant to a full and accurate accounting of all gross proceeds generated from and expenses incurred, by or in connection with the unauthorized exploitation of the SA trademark, or similarly confusing use of that trademark.

PRAYER FOR RELIEF

WHEREFORE, Reflex Media prays for judgment against Defendants as follows:

1. Adjudge that Defendants and each of their agents, employees, attorneys, successors, assigns, affiliates, and joint ventures and any person(s) in active concert or participation with them, and/or person(s) acting for, with, by, through or under them, be

1 enjoined and restrained at first during the pendency of this action and thereafter
2 permanently from:

3 a. Selling, offering for sale distributing, advertising, or promoting any
4 goods or services that display any words or symbols that so resemble or are
5 confusingly similar to the SA trademark, or the look and feel of
6 <SeekingArrangement.com>, as to be likely to cause confusion, mistake or
7 deception, on or in connection with any goods or services that are not authorized
8 by or for Reflex Media;

9 b. Using the SA trademark, any other marks or domain names
10 confusingly similar to those marks alone or in combination with any other letters,
11 words, letter strings, phases or designs, or the look and feel of
12 <SeekingArrangement.com> in commerce or in connection with any goods or
13 services;

14 c. Using any word, term, name, symbol, or device or combination
15 thereof that causes or is likely to cause confusion, mistake or deception as to the
16 affiliation or association of Defendants' or their goods with Reflex Media or as to
17 the origin of Defendants' goods or services, or any false designation of origin, false
18 or misleading description or representation of fact;

19 d. Further infringing on the rights of Reflex Media in and to any of its
20 trademarks, trade dress, products and services or otherwise damaging Reflex
21 Media's goodwill or business reputation;

22 e. Using any of Reflex Media's confidential information in connection
23 with any product or service, in any medium, including future contact or business
24 with SA members;

25 f. Otherwise competing unfairly with Reflex Media in any manner; and

26 g. Continuing to perform in any manner whatsoever any of the other acts
27 complained of in the Complaint;
28

1 2. Adjudge that Defendants be required immediately to supply Reflex Media's
2 counsel with a complete list of individuals and entities from whom or which it purchased,
3 and to whom or which it sold, offered for sale, distributed, advertised or promoted,
4 infringing goods and services as alleged in this Complaint;

5 3. Adjudge that Defendants, within thirty (30) days after service of the
6 judgment demanded herein, be required to file with this Court and serve upon Reflex
7 Media's counsel a written report under oath setting forth in detail the manner in which it
8 has complied with the judgment;

9 4. Adjudge that Reflex Media recover from Defendants their actual damages
10 and lost profits in an amount to be determined at trial, but estimated to exceed \$75,000,
11 for Defendants' violations of 15 U.S.C. § 1125; that Defendants be required to account
12 for any profits that are attributable to its illegal acts; and that Reflex Media be awarded
13 the greater of (1) three times Defendants' profits or (2) three times any damages sustained
14 by Reflex Media under 15 U.S.C. § 1117, plus prejudgment interest;

15 5. Adjudge that the Individual Defendants are legally bound by Seeking
16 Arrangement's Terms of Use and has breached the terms therein;

17 6. Adjudge that Reflex Media recover from Defendants the damages caused by
18 Defendants, as well as punitive and/or treble damages and attorneys' fees;

19 7. Adjudge that Reflex Media be awarded its costs incurred in connection with
20 this action, including its reasonable attorneys' fees and investigative expenses;

21 8. Impose a constructive trust on all of Defendants' funds and assets that arise
22 out of Defendants' infringing activities; and

23 9. Adjudge that all such other relief be awarded to Reflex Media as this Court
24 deems just and proper.

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26 ////

27 ////

DEMAND FOR JURY TRIAL

Reflex Media hereby requests a jury trial in this matter.

Dated: April 6, 2016

SMITH CORRELL, LLP.

By: /s/ Mark L. Smith
Mark L. Smith
Attorneys for Plaintiff
REFLEX MEDIA, INC.